

<b>SOLICITATION, OFFER AND AWARD</b>		1 THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input type="checkbox"/> No		RATING		PAGE 1	OF PAGES 72
2 CONTRACT NO		3 SOLICITATION NO DTFAWA-10-D-00008		4 THIS IS A SMALL BUSINESS SET-ASIDE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		5 DATE ISSUED 03/16/2010	
6 REQUISITION/PURCHASE NO							
7. ISSUED BY: <b>Federal Aviation Administration Systems Operations Contracts Group Operations Planning Team, AJA 474 800 Independence Avenue, SW Washington, DC 20591</b>				8. ADDRESS OFFER TO (If other than Block 7) <b>Federal Aviation Administration Attn: Stephanie Cooke, Contract Specialist 800 Independence Avenue, SW, Room 406 Washington, DC 20591</b>			

### SOLICITATION

9. Offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in 800 Independence Ave., SW, Room 406, Wash. DC until 12:00 PM local time 04/09/2010  
(Hour) (Date)

### CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL		A NAME Stephanie Cooke, Contract Specialist	B TELEPHONE NO (Include area code) (NO COLLECT CALLS) 202-493-5274
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### OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13 DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No 3 3 1-6)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14 ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO	DATE	AMENDMENT NO	DATE

15A NAME AND ADDRESS OF OFFEROR	16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B TELEPHONE NO (include area code)	15C CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17 SIGNATURE	18 OFFER DATE
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### AWARD (To be completed by Government)

19 ACCEPTED AS TO ITEMS NUMBERED	20 AMOUNT	21 ACCOUNTING AND APPROPRIATION DATA	
22 RESERVED	23 SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24 ADMINISTERED BY (if other than item 1)		25 PAYMENT WILL BE MADE BY	
26 NAME OF CONTRACTING OFFICER (Type or print) Linwood Gillette		27 UNITED STATES OF AMERICA	28 AWARD DATE

**PART I – SECTION B**  
**SUPPLIES/SERVICES AND PRICES/COST**

**B.1 OVERVIEW**

The Federal Aviation Administration (FAA) anticipates the placement of a Cost Plus Fixed-Fee contract (Term form at a specified level of effort). The anticipated contract will be a 100% small business set-aside. Thus, only small business concerns may submit proposals in response to this SIR. The term of the contract is five (5) years, if all options are exercised. The base period is one (1) year (12 months) and is followed by four (4) “one-year” options. This requirement contains tasks in which the contractor will provide support regarding development, testing, and documentation of a National Airspace System (NAS) fast-time simulation. The contractor must provide these services and support to the FAA Office of NextGen Systems Analysis (AJP-D) located at FAA headquarters in Washington DC. However, most of the work required under the resultant contract will be off-site. At the direction of the Contracting Officer’s Technical Representative (COTR), the contractor must perform duties at locations such as the William J. Hughes Technical Center, Atlantic City International Airport, New Jersey and other off-sites as directed. The contractor must provide all management, supervision, labor, facilities, equipment, material supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the requirements set forth within the scope of Section C, Statement of Work. Due to this requirement possessing specific tasks, the issuance of task orders will be pursuant and within the scope of Section C, Statement of Work. If subcontractors or consultants contribute effort to any labor category, the rates are composites and inclusive of subcontractor or consultant direct wages, indirect costs, general and administrative expense report.

**B.2 ESTIMATED LEVEL OF EFFORT REQUIRED**

In accordance with Special Provision B.7, Level of Effort, the Contractor must provide the following Direct Productive Labor Hours (DPLH):

<b><u>Performance Period</u></b>	<b><u>DPLH</u></b>
Base Year	20,300
Option Year 1	13,750
Option Year 2	16,880
Option Year 3	13,000
Option Year 4	2,480
<b>Total</b>	<b>66,410</b>

**B.3 LEVEL OF EFFORT TO BE PROVIDED**

The FAA will procure support in accordance with individual task orders prepared and processed per procedures contained in Section G, Clause G.6 ORDERING PROCEDURE, of this contract. The Contractor is not authorized to expend any hours or incur any costs until the Contractor is in receipt of a fully executed task order or other direction from the CO. The FAA intends to purchase the level of effort required for which funding is appropriated and available. However, the FAA is not obligated to utilize this contract, or issue any Task Order Assignments at any minimum level.

**B.3.1 CLIN 001 – BASE YEAR DPLH AND ESTIMATED COST**

The labor rates listed below are fully burdened with Overhead, General and Administrative Costs, Profit/Fee, and any appropriate Escalation charges. The appropriate rates must be identified in the specific task orders and must be used when billing the FAA.

<b>Labor Cost</b>				
<b>Labor Category</b>	<b>DPLH</b>	<b>Labor Rate</b>	<b>G&amp;A</b>	<b>Total</b>
Project Manager	1,920			
Senior Software Engineer	3,750			
Software Engineer	4,800			
Senior Systems Analyst	3,750			
Systems Analyst	4,800			
Technical Writer	320			
Administrative Assistant	960			
<b>Total Labor</b>	<b>20,300</b>			
<b>Other Direct Costs (ODCs)</b>				<b>\$90,000</b>
<b>Total Estimated Cost (\$)</b>				
<b>Fixed Fee (%)</b>				
<b>CLIN 001 -- Estimated Cost Plus Fixed Fee (\$)</b>				

**B.3.2 CLIN 002 – OPTION YEAR 1 DPLH AND ESTIMATED COST**

<b>Labor Cost</b>				
<b>Labor Category</b>	<b>DPLH</b>	<b>Labor Rate</b>	<b>G&amp;A</b>	<b>Total</b>
Project Manager	1,920			
Senior Software Engineer	3,300			
Software Engineer	3,840			
Senior Systems Analyst	1,650			
Systems Analyst	1,920			
Technical Writer	160			
Administrative Assistant	960			
<b>Total Labor</b>	<b>13,750</b>			
<b>Other Direct Costs (ODCs)</b>				<b>\$90,000</b>
<b>Total Estimated Cost (\$)</b>				
<b>Fixed Fee (%)</b>				
<b>CLIN 002 -- Estimated Cost Plus Fixed Fee (\$)</b>				

**B.3.3 CLIN 003 – OPTION YEAR 2 DPLH AND ESTIMATED COST**

<b>Labor Cost</b>				
<b>Labor Category</b>	<b>DPLH</b>	<b>Labor Rate</b>	<b>G&amp;A</b>	<b>Total</b>
Project Manager	1,920			
Senior Software Engineer	3,000			
Software Engineer	3,840			
Senior Systems Analyst	3,000			
Systems Analyst	3,840			
Technical Writer	320			
Administrative Assistant	960			
<b>Total Labor</b>	<b>16,880</b>			
<b>Other Direct Costs (ODCs)</b>				\$70,000
<b>Total Estimated Cost (\$)</b>				
<b>Fixed Fee (%)</b>				
<b>CLIN 003 -- Estimated Cost Plus Fixed Fee (\$)</b>				

**B.3.4 CLIN 004 – OPTION YEAR 3 DPLH AND ESTIMATED COST**

<b>Labor Cost</b>				
<b>Labor Category</b>	<b>DPLH</b>	<b>Labor Rate</b>	<b>G&amp;A</b>	<b>Total</b>
Project Manager	1,920			
Senior Software Engineer	2,800			
Software Engineer	3,840			
Senior Systems Analyst	1,400			
Systems Analyst	1,920			
Technical Writer	160			
Administrative Assistant	960			
<b>Total Labor</b>	<b>13,000</b>			
<b>Other Direct Costs (ODCs)</b>				\$60,000
<b>Total Estimated Cost (\$)</b>				
<b>Fixed Fee (%)</b>				
<b>CLIN 004 -- Estimated Cost Plus Fixed Fee (\$)</b>				

**B.3.5 CLIN 005 – OPTION YEAR 4 DPLH AND ESTIMATED COST**

<b>Labor Cost</b>				
<b>Labor Category</b>	<b>DPLH</b>	<b>Labor Rate</b>	<b>G&amp;A</b>	<b>Total</b>
Project Manager	160			
Senior Software Engineer	960			
Software Engineer	160			
Senior Systems Analyst	960			
Systems Analyst	160			
Technical Writer	40			
Administrative Assistant	40			
<b>Total Labor</b>	<b>2,480</b>			
<b>Other Direct Costs (ODCs)</b>				\$60,000
<b>Total Estimated Cost (\$)</b>				
<b>Fixed Fee (%)</b>				
<b>CLIN 005 -- Estimated Cost Plus Fixed Fee (\$)</b>				

**\*\*Note:** The fixed fee will not be paid for expenses related to travel, relocation, equipment, or leases. In addition, if the contractor must travel to perform work, travel must be in accordance with federal travel regulations and be approved by the COTR as well as authorized by the CO.

#### **B.4 PAYMENT OF FIXED FEE (LEVEL OF EFFORT)**

(a) The Government must make payments to Contractor on account of fixed fee, subject to and in accordance with the AMS provisions or clauses listed in 3.2.4-6 Fixed Fee (April 2003); the full text can be accessed via Internet at: <https://conwrite.faa.gov> (on this web page, select "Search and View Clauses"). Such payments must be equal to **(TBD)** percent of the allowable cost of each invoice submitted by and payable to Contractor pursuant to the AMS clause in 3.2.4-5 Allowable Cost and Payment (April 2001), subject to the withholding terms and conditions of the "Fixed Fee" clause; the full text can be accessed via Internet at: <https://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

(b) The fixed fee specified in Section B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the Section B.6, LEVEL OF EFFORT. If the fee is reduced and the reduced fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor must repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor must be paid the additional amount. In no event must the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(c) Fee withheld pursuant to the terms and conditions of this contract must not be paid until the contract has been modified to reduce fee in accordance with the Section B.6, LEVEL OF EFFORT, or until the Contracting Officer has advised the paying office in writing that no fee adjustment is required.

#### **B.5 LEVEL OF EFFORT**

(a) In the performance of the Task Order Assignments issued pursuant to the ordering procedures of this contract, the Contractor must provide the level of effort (man-hours) specified in Section B. For each level of effort CLIN, the Contractor agrees to provide the total level of effort specified in Section B of this contract. For each level of effort CLIN, the total level of effort for the performance of this contract must include total direct labor man-hours, including subcontracting and consultant direct labor.

(b) Of the total man-hours of direct labor set forth in Section B, zero man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor must not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above must only include effort performed in direct support of this contract and must not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in task orders issued in accordance with Sections B and C of the contract. The contractor must expend man-hours only in the

performance of Task Order Assignments issued in accordance with the ordering procedures of this contract.

(d) The level of effort delineated in Section B is provided as the Governments best estimate. Changes in programmatic requirements may cause an increase or decrease in the number of man-hours identified in Section B. The Contractor must be required to provide all man-hours which may be needed to complete the Task Order Assignments issued during the term of the contract. However, the Contractor must not proceed beyond either the established Task Order Assignment level of effort, or the Section B CLIN level of effort unless authorized to do so in a task assignment modification or contract modification issued by the Contracting Officer.

(e) If the total level of effort specified in Section B is not provided by the Contractor during the period of the contract CLIN, the Contracting Officer, at its sole discretion, must either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Section B Fixed Fee} \times \frac{(\text{Section B LOE} - \text{Expended LOE})}{\text{Section B LOE}}$$

Or (ii) subject to the provisions of the contract clause entitled "LIMITATION OF COST", require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in Section B must have been expended, at no increase in the fee of this contract.

(f) The Contractor must provide and maintain an accounting system, acceptable to the Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of the contract. The Contractor must indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(g) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor must submit the following information, in writing, to the Contracting Officer: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of work under the contract, the Contractor must submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds; and, in the case of an underrun in man-hours specified as the total level of effort, (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions must include subcontractor and consultant information.

(i) Notwithstanding any provisions in the above paragraphs, and as directed by the Contracting Officer, the Contractor may furnish man-hours up to ten percent in excess of the total man-hours specified in Section B, provided that the additional effort is furnished within the terms hereof, and provided further that no increase in the estimated cost or fee is required.

(j) Nothing in this clause must be construed to constitute authorization for work not in accordance with the "Limitation of Cost", or Limitation of Funds" clauses of the contract.

## **B.6 TASK ORDER ASSIGNMENT INCENTIVES**

The FAA reserves the right to, on an individual Task Order Assignment basis, include incentives in Task Order Assignments designed to obtain specific objectives by establishing reasonable and attainable targets, and by establishing specific incentives to motivate contractor performance and

encourage efficiency. These incentives may take the form of cost, performance, and/or delivery incentives. Earned incentives must be considered on a non-fee bearing Task Order Assignment cost.

**B.7 MAXIMUM LIABILITY OF THE GOVERNMENT**

The maximum liability of the Government is subject to the availability of the funds. However, the maximum liability for the entire contract period including Travel and ODCs must not exceed \$9.7M.

## **PART I - SECTION C**

### **SCOPE OF WORK**

#### **C.1.0 OVERVIEW**

##### **C.1.1 Purpose**

The objective of this contract is to establish a Cost Plus Fixed-Fee, Level of Effort, Task Assignment, Term Type contract for National Airspace System (NAS) fast-time simulation and analysis support services that will enable the Federal Aviation Administration (FAA) Office of Next Generation Air Transportation System (NextGen) Systems Analysis (AJP-D) to accomplish its mission. The resulting contract is designed to provide support services for the development, testing, and documentation of a NAS fast-time simulation.

This Statement of Work (SOW) is comprised of specific support activities that establish the scope of this contract. Specific requirements within the scope of these support activities will be identified, defined, and issued under individually funded specific Task Orders. The contractor must provide these services and support to the Federal Aviation Administration (FAA) Office of NextGen Systems Analysis (AJP-D) located at FAA headquarters in Washington DC. Unless otherwise specified by the Government, the contractor must provide personnel, facilities and other services necessary to accomplish specific tasks issued as task orders under the resultant contract.

##### **C.1.2 Background**

The FAA, National Aeronautics and Space Administration (NASA), inter-agency Joint Planning and Development Office (JPDO), research universities, and associated support contractors use a number of computer models to analyze the overall performance of the NAS. The models are generally referred to as “fast-time,” NAS-wide, or system-wide models. These models are generally used by analysts and researchers within these organizations to study the effects of proposed operational changes to the NAS on system-wide throughput, aircraft delay, and fuel consumption. Studies such as these are usually performed as part of the cost/benefit analysis (or investment analysis) process. These models may also be used to analyze the impact of adverse weather on NAS performance, or to study the effects of changes to user demand and/or fleet composition. Users of these models will typically simulate an entire day of air traffic through the nation’s airports and airspace, with adverse weather represented in some fashion, and estimate such metrics as gate delay, taxi-out delay, airborne delay, fuel consumption, etc. Some models emphasize aircraft-to-aircraft conflict detection and resolution, while others focus on airspace and airport capacity constraints.

The primary system-wide model currently in use at the FAA is the National Airspace System Performance Analysis Capability (NASPAC), a discrete-event queuing model which incorporates airspace sector and airport queues (Ref. 1). NASPAC can be considered a medium-fidelity model: as such, it can execute quickly, but has limited Traffic Flow Management (TFM) capabilities and a simplified representation of airspace capacity. In contrast, the Airspace Concept Evaluation System (ACES) used by NASA can be described as a high-fidelity model, with long set-up and run times. ACES uses agent technology which can, in principle, mimic many TFM actions (Ref. 2). Unlike NASPAC, ACES is a time-domain model, and incorporates three degree-of-freedom aircraft flight dynamics. Several other models are also used by the community, including LMINE1 (Ref. 3), MITRE’s System Wide Modeler, and the Reorganized



Air Traffic Control (ATC) Mathematical Simulator (RAMS) (Ref. 4), each of which has its own limitations.

In order to address these limitations and meet NextGen modeling and analysis requirements, the FAA needs to further develop its current NAS-wide simulation model.

### **C.1.3 Scope**

This SOW specifies the support and services required by the FAA's Directorate of NextGen Systems Analysis, NextGen and Operations Planning (AJP-D), necessary to accomplish its mission.

The purpose of this contract is to provide for further development of the FAA's existing NAS-wide computer model NASPAC, and ultimately to replace the core simulation module. The FAA will continue to exercise the model for analytical support of the NextGen project while the model is being enhanced. The model must therefore be developed in an evolutionary fashion, with updated software modules continually integrated into the production simulation.

In addition to the requirements summarized in Section C.3, Tasks, the model must be developed using modern software languages and software development processes. The model must be able to run on a single microcomputer using the Linux operating system, although the architecture must support parallel processing for Monte Carlo functionality. One simulation of the entire NAS for one day, at current traffic levels, must execute in less than 15 minutes, with a goal of executing in 5 minutes or less.

The contractor must reuse existing pre- and post-processors of the Modernized NASPAC Model to the extent practicable (Ref. 5). The contractor will be responsible for maintaining configuration control of the source code and required updates of the technical documentation and manuals. At the completion of the project, the contractor will deliver to the FAA a fully-functional computer model of the overall NAS, all associated source code, and documentation. The government will own all rights to the source code, associated numerical algorithms, and documentation.

This information is provided to establish an initial project baseline for this SOW and is subject to change. Other programs and projects may be added at the discretion and direction of the CO and the COTR.

### **C.2 Locations**

The contractor must perform the work activities described in this SOW at its own facilities and those of any approved subcontractors. However, some tasks may require the contractor to perform the work at the FAA/AJP-D facility or travel to other locations. At the direction of the COTR the contractor may be required to travel to, and perform work at:

- William J. Hughes Technical Center, Atlantic City International Airport, New Jersey
- Other sites as directed.

**C.3 General Support Activities**

The contractor must provide support to AJP-D in the way of airspace system simulation model research, design, development, testing, configuration management, documentation, and user training. As such, the contractor must possess demonstrable experience in, and a detailed understanding of, current and future NAS procedures, data sources, simulation technologies, software development methods and technologies, and particularly simulation technologies being developed by AJP-D.

The contractor must furnish and make available all personnel, supplies, equipment, materials, data, facilities, and services necessary to assist AJP-D in accomplishing its mission. As determined by the FAA, the contractor may be required to interface with other support contractors, equipment manufacturers, airport personnel, various FAA offices, U.S. Government civilian and DoD organizations, RTCA, NASA, MIT/LL, MITRE CASSD, unions, universities, and international organizations such as Eurocontrol and NAV Canada.

General support activities for SOW activities may include, but are not limited to the following:

- Program Management
- Requirements Analysis
- Aviation Systems Analysis
- Software Design
- Software Development
- Configuration Management
- System Testing
- Technical and User Documentation
- Software Maintenance
- Simulation User Training
- Simulation User Support
- Technical Meeting Facilitation

Additional activities may be added at the discretion of the CO and the COTR. Specialized labor categories may be required to support these activities and must be approved by the CO and COTR prior to performance.

**C.3.1 Program Management**

The contractor must provide a full range of program management support to AJP-D for multiple Task Orders under this project and its SOW. The contractor must provide support to various activities within AJP-D for the development and maintenance of schedules, process flow charts, and plans necessary to monitor and control each Task Order and ultimately coordinate activities for the overall NASPAC development project. This support may include:

- Coordinating activities performed under multiple Task Orders within this SOW.
- Coordinating activities performed within this SOW with appropriate FAA organizations, facilities, and the William J. Hughes Technical Center.
- Participating in team meetings, working groups, program reviews, and senior level status reviews,
- Tracking and processing of actions and resolutions.

- Tracking identified risks and documenting potential work-arounds and/or resolutions,
- Tracking existing program configurations, issues, and status,
- Providing support for the development of project memos, presentations, handouts, status charts, and position papers, and
- Developing and providing monthly status reports to AJP-D that summarize technical accomplishments and plans, and financial updates and plans.

All decisions regarding the enhancements or redesign of NASPAC pre-processors, modules, core engine, output processor or the overall NASPAC platform must be reviewed and approved by the FAA before implementation.

#### C.3.2 Requirements Analysis

The contractor must work with AJP-D and other FAA management and staff, and other contractors and university researchers as required, to develop the user requirements for the model. The contractor must document the user requirements.

#### C.3.3 Aviation Systems Analysis

The contractor must collect and analyze data from the Enhanced Traffic Management System (ETMS), Aviation System Performance Metrics (ASPM), Performance Data Analysis and Reporting Systems (PDARS), National Traffic Management Log (NTML) Archive Data System, Airport Surface Detection Equipment – Model X (ASDE-X), Bureau of Transportation Statistics (BTS), and other operational data sources, as well as forecast data and aircraft fleet data, to help define the simulation requirements, to prepare input data for the model, and to calibrate and validate the model. The contractor must document the results of these analyses.

#### C.3.4 Software Design

The contractor must develop an overall architecture and detailed design specifications for the simulation software, any required pre- and post-processors, the Graphical User Interface (GUI), and any graphical visualization software. The contractor must document these design specifications.

#### C.3.5 Software Development

The contractor must develop software for the model, including pre-processors, post-processors, and the Core Simulation Model. The contractor must also develop software for the GUI and visualization components. The contractor must use best software engineering practices for developing this software.

The NASPAC model will ultimately include the following features and components, at a minimum:

- Air Traffic Demand Generation Pre-processor (including schedule, fleet, and itineraries)
- Aircraft Trajectory Pre-processor
- Sector Geometry Module
- Airport and Airspace Capacity Scheduler
- Core Simulation Module
- Traffic Flow Management Module
- Fuel Consumption Module
- Output Processor

- User Interface.

The model currently runs on a microcomputer using the Linux operating system, and is written in a combination of Java, Perl, C, Fortran, and SIMSCRIPT II.5. Enhancement of the NASPAC capabilities will include transitioning these existing modules into a more uniform platform using a smaller set of programming languages determined as the best fit for system-wide fast time modeling needs and approved by the AJP-D.

#### C.3.6 Configuration Management

The contractor must maintain configuration control of all legacy and newly-developed model software using the open-source Subversion (SVN) revision control system. The contractor must operate a server to host this revision control system. This system must be accessible to the government and any subcontractors via the internet.

#### C.3.7 System Testing

The contractor must assist the FAA in choosing and executing appropriate strategies for testing the NASPAC model. Testing strategies include: test plan development, benchmark testing, black box testing, white box testing, testing with fabricated data and testing with real data. The contractor must also assist the FAA with the following Independent Verification and Validation (IV&V) functions: requirements definition testing, general design testing, detail design testing, systems development design testing, unit testing, integration testing, system testing, and acceptance testing.

#### C.3.8 Technical and User Documentation

The contractor must generate and maintain both technical and user documentation of all software developed and maintained under this contract. The contractor must operate a server to host the model Wiki, and must maintain this Wiki. This system must be accessible to the government, any subcontractors, and authorized researchers via the internet.

#### C.3.9 Software Maintenance

The contractor must maintain all software associated with the model. correct bugs and enhance the model as directed by the FAA.

#### C.3.10 Simulation User Training

The contractor must provide training to users of the simulation. The contractor must develop training materials, syllabus, and conduct training classes. The contractor must provide space to conduct these classes, and will provide appropriately configured computers for hands-on training. (The FAA will specify the number of users to be trained, frequency of training, and space and technology requirements for the training facility if and when a Task Order soliciting training is issued.)

#### C.3.11 Simulation User Support

The contractor must collect and assemble input data for the model as required by the FAA. For example, the contractor may be required to collect historical weather data and format it for input to the model. The contractor must also provide telephone and e-mail support to users.

### C.3.12 Technical Meeting Facilitation

The contractor must provide management, planning, and coordination of all necessary conferences, seminars, and other events. The contractor must provide minutes, technical materials, brochures, and other media in support of technical conferences and symposiums. The contractor must assist the FAA in making arrangements for hosting technical meetings in support of NAS modeling and simulation.

All minutes of meetings or conference proceedings must be reviewed and approved by the FAA before publication. The contractor must forward the published proceedings or minutes to the FAA for distribution. The contractor's attendance at conferences, meetings, and events must first be approved by the COTR/CO prior to attendance.

### C.4 Reporting

The contractor must provide a **monthly status report** to the COTR and the CO electronically and in hardcopy. For each of the active Task Orders, the report must describe the work accomplished during the reporting period and work planned for the next period, discuss problems encountered and corrective actions taken, and identify pending issues.

For each of the active Task Orders, the contractor must provide a monthly detailed breakdown of funds expended during the reporting period, including a breakdown of the labor hours utilized by the contractor and any subcontractor, associated labor costs, material costs, and other direct costs incurred.

The contractor must deliver the monthly report no later than the tenth working day of the following reporting period.

Additional deliverables and reports will be specified in the individual task orders.

All documents prepared by the contractor must be on behalf of the FAA. The contractor may not independently publish or distribute any document without prior written permission from the COTR. No documents, reports, information, etc. may be released to the public or provided to any party other than the FAA and its specified contractors without written approval from the COTR.

## References

1. Millner, D., "Design of the NASPAC Simulation Modeling System," Mitre Corp. MTR-92W0000135, McLean, VA, June 1993.
2. Couluris, G., et al., "National Airspace System Simulation Capturing the Interactions of Air Traffic Management and Flight Trajectories," AIAA Modeling and Simulation Technologies Conference. Austin, TX, August 2003.
3. Long, D., et al., "Modeling Air Traffic Management Technologies with a Queuing Network Model of the National Airspace System." NASA CR-1999-208988, January 1999.
4. ISA Software Ltd., RAMS Plus User Manual. Release 5.04. December 2003.
5. Post, J., et al., "The Modernized National Airspace System Performance Analysis Capability," AIAA Aircraft Technology, Integration, and Operations Conference, Anchorage, AK. September 2008.

**PART I - SECTION D**  
**PACKAGING AND MARKING**

**D.1    PACKAGING**

All deliverables must be packaged, packed, and mailed, or delivered utilizing standard commercial practices sufficient to assure arrival at destination in a safe undamaged condition.

**D.2    MARKING**

In addition to information provided with shipping instructions, all deliverables must be marked with the following:

- a. FAA contract number under which the item is being delivered
- b. Contractor's name and address
- c. List of contents, partial or final delivery
- d. Task Order (TO) number

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1        3.1-1        CLAUSES AND PROVISIONS INCORPORATED BY**  
**REFERENCE (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or Offerors and contractors may obtain the full text via Internet at: <https://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

The following contract clause is pertinent to this section and hereby incorporated by reference:

**3.10.4-4    Inspection of Services - Both Fixed-Price & Cost Reimbursement**  
**(April 1996)**

**E.2        INSPECTION AND ACCEPTANCE**

- (a) The CO, or his duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all materials, data, or services to be provided. In this regard, the CO's Technical Representative (COTR) is an authorized technical representative of the CO. Final acceptance of all deliverables under this contract must be made by the CO, in writing.
- (b) Inspection, review or the anticipation of acceptance/approval of a deliverable item during the course of its preparation must not be construed as assurance of acceptance of the finished product.

**PART I - SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1            3.1-1        CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE  
(DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or Offerors and contractors may obtain the full text via Internet at:

<https://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.10.1-9            **STOP-WORK ORDER (OCTOBER 1996)**
- 3.10.1-9            **STOP-WORK ORDER, ALTERNATE 1 (OCTOBER 1996)**
- 3.10.1-11          **GOVERNMENT DELAY OF WORK (APRIL 1996)**

**F.2            PERIOD OF PERFORMANCE**

The base period for this contract is 12 months after contract award with 4 one-year options, if exercised.

**F.3            PLACE OF PERFORMANCE**

Services required under this contract must be performed at the contractor's facilities. At the direction of the COTR, the contractor may have to perform duties at other locations such as the William J. Hughes Technical Center, Atlantic City International Airport, New Jersey and other sites as directed.

**F. 4            DELIVERABLES**

Any data deliverables will be identified in each task order. The task order will also contain descriptions of each deliverable and the date of delivery.



**PART 1 – SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE**  
 (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or Offerors and Contractors may obtain the full text via Internet at: <https://conwrite.faa.gov> (on this web page, select “Search and View Clauses”).

The following contract clause or clauses pertinent to this section are hereby incorporated by reference:

**3.3.1-17 PROMPT PAYMENT (JANUARY 2008)**

**3.3.2-1 FAA COST PRINCIPLES (OCTOBER 1996)**

**3.10.1-22 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE**  
 (JANUARY 2008)

**G.2 CONTRACT ADMINISTRATION POINTS OF CONTACT**

Contracting Officer	Federal Aviation Administration AJA-474, ATTN: Linwood Gillette 800 Independence Ave., SW, Room 335 Washington, DC 20591 Email: <a href="mailto:linwood.gillette@faa.gov">linwood.gillette@faa.gov</a> Phone: (202) 493-4753
Contract Specialist	Federal Aviation Administration AJA-474, ATTN: Stephanie Cooke 800 Independence Ave., SW, Room 406 Washington, DC 20591 Email: <a href="mailto:stephanie.cooke@faa.gov">stephanie.cooke@faa.gov</a> Phone: (202) 493-5274

**G.3 CONTRACTING OFFICER’S AUTHORITY**

The CO assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships. In this regard, the CO is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the CO is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, the said authority remains solely with the CO.

The Contractor must immediately notify the CO for clarification when a question arises regarding the authority of any person to act for the CO under the contract or when the Contractor receives direction that appears outside contract scope.

It is the responsibility of the Contractor to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. Costs incurred that were not authorized by the CO and/or work outside the scope of the contract must be considered unallowable costs and will not be reimbursed by the Government.

#### **G.4 CORRESPONDENCE PROCEDURES**

To promote timely and effective contract administration, correspondence submitted under this contract (except invoices and deliverable items) must be subject to the following procedures:

Technical correspondence of a routine nature must be addressed to the designated COTR, AJP-D1, with an information copy of the correspondence to the CO, Linwood Gillette, AJA-474.

Other considerations including technical correspondence involving patent technical data issues and correspondence proposing or otherwise involving waivers, deviations or modifications to the contract, must be addressed to the CO, Linwood Gillette, AJA-474, with information copies to the COTR.

All correspondence must contain a subject line commencing with the contract number and sequence number coded to the contract.

#### **G.5 ELECTRONIC COMMUNICATIONS**

The Contractor must assure an electronic means for communicating with FAA personnel. The Contractor must ensure that the communications are compatible with the FAA's electronic mail system that is currently Lotus Notes. The Contractor must also ensure that the Contractor's electronic mail has the capability to receive and retrieve attachments.

All contract reports/deliverables, including invoices, must be made in native (electronic) format with all linkages and interdependencies readily traceable.

#### **G.6 ORDERING PROCEDURE**

Performance under this contract must be subject to the following ordering procedure:

(a) All work to be performed under this contract must be within the scope of the statement of work (SOW) contained in Section C and must not commence until so authorized by the CO under a specific Task Order Assignment issued under this contract. The contractor must incur costs only in the performance of Task Order Assignments issued in accordance with these ordering procedures. No other costs are authorized under this contract without the express written consent of the CO.

(b) From time to time during the period of performance of this contract, the FAA CO will request Task Plans from the Contractor for proposed Task Order Assignments.

(c) The Contractor must submit, within fourteen (14) calendar days after receipt of each proposed Task Order Assignment provided by the Contracting Officer, a Contractor Task Plan on forms specified and/or provided by the Government. On an individual Task Order Assignment basis, the CO may allow for additional time to submit the Task Plan. The Task Plan is the Contractor's overall estimate for the completion of the Task Order Assignment and must include the following:

(1) Contractors approach to accomplishing the proposed Task Order Assignment;

- (2) Date of commencement of work, and any necessary revisions to the schedule of performance;
- (3) Direct Man-hours, on a monthly basis, by applicable labor category, and total Man-hours, including those in (5) below, estimated to complete the task;
- (4) Rationale for Man-hours, by applicable labor category, estimated in (2) above;
- (5) The travel, material cost, and other direct cost estimate, including rationale for each;
- (6) A cost estimate for subcontractors and consultants that support the subcontractor and consultant man-hours in (2) above;
- (7) The total estimated cost for completion of the Task Order Assignment, including cost element breakdown of total estimated cost; and
- (8) A completed and executed Task Order Assignment;
- (d) The Contractor's Task Plan is subject to the review of the Government and approval of the Contracting Officer. A Task Order Assignment will be issued by the Contracting Officer once an acceptable Task Plan has been provided to the Government.
- (e) Once a Task Order Assignment is issued, the Contractor is not authorized to incur cost or expend level of effort (man-hours) in excess of those established in the Task Plan without written approval of the Contracting Officer. After a Task Order Assignment is issued, if any revision becomes necessary to the estimated cost or level of effort, the Contractor must promptly submit to the Contracting Officer a revised Task Plan with explanatory notes. Revised Task Plans submitted by the Contractor are subject to the review and approval of the Contracting Officer.
- (f) Task Order Assignments will be issued in writing by the Contracting Officer to cover specific work assignments within the scope of the contract. Task Order Assignments will be issued on forms specified and provided by the Government. Task Order Assignments will be numbered. A revision to a Task Order Assignment will be identified by an alpha designation following the existing Task Order Number indicating the revision sequence. All Task Order Assignments must contain the following information:

- (1) Task Order Number;
- (2) FAA technical point-of-contact;
- (3) Period of performance;
- (4) Description of the work to be performed;
- (5) Estimated Cost;
- (6) Estimated labor hours/mix;
- (7) Anticipated Travel requirements;
- (8) Start and completion dates, with major milestones;
- (9) Deliverables with required delivery dates;
- (10) Personnel Security and Security requirements; and
- (11) List of Government Furnished Property, Equipment, and/or Information (GFP/GFE/GFI);

## **G.8 BILLING INSTRUCTIONS**

(a) Invoices must be submitted monthly as described in Section C.4, REPORTING, and in accordance with the AMS 3.2.4-5, Allowable Cost and Payments. Payment is subject to review, approval and certification by the CO and COTR. In the event of questioned costs, the CO may withhold any or all invoice amounts until the contractor provides all required data to the satisfaction of the CO. The payment will be made pursuant to FAA AMS 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration.

## **DTFAWA-10-D-00008**

(b) Compliance with these instructions will reduce correspondence and other causes for delay to a minimum and will thus promote prompt payments to the contractor. Invoices must be submitted no more frequently than once per month unless prior written consent is obtained from the CO and supporting cost documentation is as described in this section.

(c) Invoices must be submitted in hard and soft copy for payment to

### Regular Mail

FAA Accounts Payable Branch  
AMZ-110  
PO Box 25710  
Oklahoma City, OK 73125

### Express Mail

FAA Accounts Payable Branch  
AMZ-110  
6500 South MacArthur Blvd  
Oklahoma City, OK 73169

### No. of Copies

Original & 3

### Destination

Contract and Miscellaneous Section, AMZ-110

(d) Invoices must provide a detailed breakdown of incurred costs by cost element.

(e) The Contractor must maintain daily work records (showing all performed time in hours or fractions spent in completing the Contractor efforts) for which the bill is rendered.

(f) All work must be conducted utilizing those personnel technically qualified to perform the work at the least expensive rate.

(g) Upon completion, termination, or expiration of the contract, the Contractor must submit a final voucher clearly marked "FINAL". The final voucher must contain an itemized accounting of total contract costs that includes:

- (a) certification that all contractual requirements have been satisfied;
- (b) certification that all previous Contractor vouchers have been paid.

Final annual indirect (burden) cost rates will be adjusted in accordance with AMS clause 3.2.4-5.

## **G.9 ALLOWABILITY AND PAYMENT OF SELECTED ITEMS OF COST UNDER THIS CONTRACT**

(a) Training: The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of the contract. Other training may be approved on a case-by-case basis within an approved Task Order Assignment. Attendance at workshops or symposiums is considered training for the purposes of this clause.

(b) General Purpose Office Equipment (GPOE) and Information Technology (IT): The cost of acquisition of GPOE and IT must not be allowable as direct charges to this contract. The contractor is expected to have the necessary GPOE and IT required to perform the task orders issued under this contract. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

Special purpose information technology relating to computer simulation and associated equipment and software may be allowed (see G.9.d for additional details).

(c) Administrative Labor Costs: Labor costs for such administrative functions as contract administration, subcontract management, human resources, and contract/invoice accounting must not be allowable direct labor costs under this contract.

(d) Only costs expended in support of specific approved and issued task orders are allowable under this contract. This contract is intended primarily to be used for the purchase of services, and not for the purchase of material, equipment, hardware or software. When specific task orders appropriately require purchase of material, equipment, hardware or software, said items will be called out in the task order, as being required in direct support of administration or performance of the task order.

#### **G.10 TRAVEL REIMBURSEMENT**

- (a) The contractor will be reimbursed for allocable, allowable, and reasonable travel expenses. All Contractor travel must be identified in an approved Task Order Assignment. Except as otherwise provided herein, the contractor must be reimbursed for travel on the basis of actual expenses incurred in accordance with the Federal Joint Travel Regulation and the FAA Travel Policy, subject to the following:
- (1) All travel, whether it is within the continental United States or outside the continental United States, must be accomplished by commercial carrier, rail, privately-owned automobile or auto rental and the cost paid by the contractor. The Government will reimburse the contractor in accordance with the "Federal Travel Regulation" for domestic transportation on the basis of actual cost if by commercial or Government carrier, and at the current rate per mile, plus road and bridge tolls.
  - (2) The travel reimbursement herein includes only that travel (commercial carrier, or private automobile or auto rental) performed from the contractor's plant to the site of work, between the site of work, and from the site of work to the contractor's plant. Travel within a Government installation where Government transportation is available, and travel performed for personal convenience, including daily travel to and from work, will not be reimbursed.
  - (3) Relocation costs and travel costs incidental to relocation are not allowable as a direct charge to the contract and will not be reimbursed as a direct charge.
  - (4) The contractor must use alternate airports where available and within a reasonable commuting distance if it will result in lower costs.
  - (5) The contractor must conduct a cost analysis prior to the start of travel to determine the overall most cost effective means.
- (b) Per Diem: The contractor will be reimbursed for the expense of meals, lodging, transportation between places of lodging or business and places where meals are taken, and any other miscellaneous travel and living expenses incurred in the performance of this contract at the per diem rate as set forth in accordance with the GSA "Federal Travel Regulation." Per Diem must be payable only when the contractor's employee is in an authorized travel status. The per diem rate must be established in accordance with the "Department of Transportation Travel Regulations" or a set rate agreed upon by the parties; however, such a set rate must not exceed the maximum amount permitted by the GSA "Federal Travel Regulations." Receipts will be required for all Per Diem Expenses exceeding \$75.00.
- (c) Contractor Use of Government Discount Rates:

**DTFAWA-10-D-00008**

- (1) To the maximum extent practicable, and consistent with travel requirements, the contractor agrees to use the reduced air transportation rates and reduced hotel accommodation rates provided through available Government discount rates. These discount rates are for bona fide employee travel that are otherwise reimbursable as a direct cost pursuant to the contract when use of such rates results in the lowest overall cost.
- (2) Upon receipt of a list of eligible contractor employees, the Contracting Officer will provide the contractor with an agency letter of identification for presentation to participating airlines and hotels.
- (3) The Federal Travel Directory, which GSA publishes monthly, identifies current contract airlines and hotels. The symbol in the Federal Travel Directory for discount hotel rates is CRC.

**G.11 ANNUAL INDIRECT COST RATE SUBMISSIONS**

(a) In accordance with FAA AMS 3.2.4-5, ALLOWABLE COST AND PAYMENT, the Contractor, as soon as possible but not later than 180 days after the expiration of its fiscal year, must submit to the Contracting Officer a proposed final indirect cost rate or rates for that period based on the Contractor's actual cost experience during that period, together with supporting data. The prime contractor will be responsible for obtaining and forwarding one (1) copy of each major subcontractor's report to the contracting officer.

(b) Allowability of costs and acceptability of cost allocation methods must be determined in accordance with the cost principles in effect as of the date of this contract.

(c) The settlement of the final indirect cost rates and indirect costs must be accomplished prior to the Contracting Officer's approval of the final payment.

(d) Pending settlement of final indirect cost rates for any period, the Contractor must be reimbursed at billing rates acceptable to the Contracting Officer. These billing rates are subject to appropriate adjustment when the final indirect cost rates are settled. On an annual basis, the Contractor must provide to the Contracting Officer, within 180 days after the expiration of his fiscal year, a billing rate proposal with supporting data. If billing rates change at any time during the contract performance period, the Contractor must notify the Contracting Officer in writing. Upon review of the annual billing rate proposal or any notification of substantial rate change during the contract performance period, the Contracting Officer may adjust the approved billing rate(s). Such adjustment may apply retroactively and/or prospectively. In the event the adjustment is to be applied retroactively, the Contractor must make appropriate adjustments on its next voucher.

**G.12 RELEASE OF GOVERNMENT OBLIGATION**

(a) The Contractor, and each assignee under an assignment entered under this contract and in effect at the time of final payment under this contract, must execute and deliver, as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(b) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(c) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract that are not known to the

Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than one (1) year after the date of the release or the date of any notice to the Contractor that the FAA is prepared to make final payment, whichever is earlier.

**G.13 CONTRACTOR'S REMITTANCE ADDRESS**

*To be filled out by Contractor*

Electronic payment sent to: **TBD**

Bank Information: **TBD**

Title on Bank Account: **TBD**

EFT Information: Routing/ABA Number: **TBD**  
Bank Account Number: **TBD**

Bank Contact: **TBD**

Contractor Implementation Contact: **TBD**

**G.14 ACCOUNTING AND APPROPRIATION DATA**

This contract will be incrementally funded. See AMS Clause 3.3.1-14, Limitation of Funds (April 1996) which is incorporated by reference in Section I. In accordance with the Limitation of Funds clause, the following funds are available under this contract.

*Accounting and Appropriation data will be issued upon Contract Award.*

**PART I - SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1 TASK ORDERS**

- a. Task Orders will be issued by the CO. These task orders will be issued in writing and will include a complete Statement of Work to be performed. The Contractor will be issued the Statement of Work. Prior to the receipt of the Contractor's response, there will be a meeting to discuss the Statement of Work with the Contractor. The Contractor's response to the Statement of Work must include the discussion of the technical approach for performing work, estimated number of hours to complete the task, personnel required, equipment required, additional pricing not included in Section B, estimated cost to perform the work based on rates in Section B and estimated performance period and schedule. Task Orders will be issued after negotiations, if necessary, have been completed and mutual agreement is reached.
- b. The Contractor must review each task order for consistency with the mutual agreement reached between the Government and the Contractor and acknowledge receipt and acceptance of task order within ten working days after the receipt of the delivery order. If the Contractor cannot accept the task order as written, the Contractor must indicate in its acknowledgement, the changes requested prior to acceptance. Any differences must be resolved between the parties and the order modified to reflect the final delivery order agreement.
- c. Each individual task order may contain equipment requirements. To the maximum extent possible, the equipment, firmware, or software proposed must be commercial, off-the-shelf items.
- d. Task orders become effective when the order is signed (effective date) and extend through the performance period specified on the task order.
- e. If the Contractor or the Government determines that specific tasks required by the task order cannot be accomplished or it is not in the Government's best interest to continue work on the task, the Government will cancel a portion or all of the task order at no additional cost. The Government will provide a 30-day cancellation notification. The Government will negotiate an equitable settlement with the Contractor to pay for the work accomplished prior to the cancellation. This settlement must not exceed the total fixed price of the task order.

**H.2 ACCESS TO GOVERNMENT FACILITIES**

Part of the effort required to be accomplished under this contract must be performed at facilities operated by the Federal Aviation Administration. The contractor, therefore, will be granted ingress and egress at the specific site where the effort is to be performed. Access to the site must be coordinated with the Contracting Officer's Technical Representative (COTR) or other designated Government authority. While contractor personnel are at this site, they are required to comply with all rules and regulations of the site (particularly note the areas of health and safety). The FAA must forward to the Contractor all rules and regulations affecting performance under



this contract upon Contractor's request. The facilities to which the contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the contractor.

The scheduling of access to Government facilities must be under the control of the Government. The facilities' availability will be scheduled to permit timely performance of contract requirements. However, contractor personnel must be prepared to work outside the normal daytime shift, if the conditions at the facility so require. If contractors are not able to access facilities as scheduled, the contractor may file a timely written request to the CO for access. Upon receiving such written request, the CO will determine whether the contractor has experienced a delay, and will then equitably adjust any affected delivery prices as set forth in the "Changes" clause, 3.10.1-13, of this contract.

### **H.3 EXERCISE OF OPTIONS**

The FAA may extend the contract's period of performance at the prices listed in section B for up to 4 years beyond the base period, provided that the CO gives the Contractor written notice of intent to exercise an option period not later than 30 calendar days before expiration of the current base period or option year. Written notice of intent to exercise does not commit the FAA to an extension; options are exercised by the CO issuing a contract modification not later than expiration of the base period or current option year.

### **H.4 INTERPRETATION OR MODIFICATION**

No oral statement of any person and no written statement of anyone other than the CO or his/her designated, authorized representative, acting within the limits of the authority specified in such designation, may modify or otherwise affect any provision of this contract.

### **H.5 DISSEMINATION OF CONTRACT INFORMATION**

The Contractor must not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without prior written consent of the CO. If the contractor wants to publish or distribute material produced pursuant to this contract, the Contractor must furnish the CO two advance copies for the CO's evaluation. The CO's decision to approve or disapprove publication or distribution is final.

### **H.6. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS**

The Contractor must provide immediate notice to the CO in the event of being suspended, debarred, or declared ineligible by any Federal Government Agency or Department, or upon receipt of a notice of proposed debarment from any Federal Government Agency or Department during the performance of this contract

**PART II - SECTION I  
CONTRACT CLAUSES**

**3.1-1 Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or Offerors and contractors may obtain the full text via Internet at:  
<https://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

<b>3.1.7-1</b>	<b>Exclusion from Future Agency Contracts</b> (August 1997)
<b>3.1.7-2</b>	<b>Organizational Conflicts of Interest</b> (February 2009)
<b>3.1.7-5</b>	<b>Disclosure of Conflicts of Interest</b> (February 2009)
<b>3.1.8-1</b>	<b>Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity</b> (October 2009)
<b>3.1.8-2</b>	<b>Price or Fee Adjustment for Illegal or Improper Activity</b> (September 2000)
<b>3.2.2.3-8</b>	<b>Audit and Records</b> (February 2009)
<b>3.2.2.3-16</b>	<b>Restricting, Disclosing and Using Data</b> (July 2004)
<b>3.2.2.3-18</b>	<b>Prospective Offeror's Requests for Explanations</b> (February 2009)
<b>3.2.2.3-25</b>	<b>Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data</b> (July 2004)
<b>3.2.2.3-27</b>	<b>Subcontractor Cost or Pricing Data</b> (July 2004)
<b>3.2.2.3-30</b>	<b>Termination of Defined Benefit Pension Plans</b> (July 2004)
<b>3.2.2.7-6</b>	<b>Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b> (February 2009)
<b>3.2.2.2-7</b>	<b>Certification Regarding Responsibility Matters</b> (January 2010)
<b>3.2.2.7-8</b>	<b>Disclosure of Team Arrangements</b> (April 2008)
<b>3.2.4-5</b>	<b>Allowable Cost and Payment</b> (April 2001)
<b>3.2.5-1</b>	<b>Officials Not to Benefit</b> (April 1996)
<b>3.2.5-3</b>	<b>Gratuities or Gifts</b> (January 1999)
<b>3.2.5-4</b>	<b>Contingent Fees</b> (October 1996)
<b>3.2.5-5</b>	<b>Anti-Kickback Procedures</b> (October 1996)
<b>3.2.5-8</b>	<b>Whistleblower Protection for Contractor Employees</b> (April 1996)
<b>3.2.5-13</b>	<b>Contractor Code of Business Ethics and Conduct</b> (July 2008)
<b>3.2.5-14</b>	<b>Display of Hotline Poster(s)</b> (April 2008)
<b>3.3.1-9</b>	<b>Interest</b> (September 2009)
<b>3.3.1-14</b>	<b>Limitation of Funds</b> (April 1996)
<b>3.3.1-34</b>	<b>Payment by Electronic Funds Transfer- Central Contractor Registration</b> (February 2009)
<b>3.3.2-1</b>	<b>FAA Cost Principles</b> (October 1996)
<b>3.4.1-12</b>	<b>Insurance</b> (July 1996)
<b>3.5-13</b>	<b>Rights in Data-General</b> (January 2009)
<b>3.6.1-6</b>	<b>Liquidated Damages- Subcontracting Plan</b> (January 2010)
<b>3.6.2-9</b>	<b>Equal Opportunity</b> (August 1998)
<b>3.6.2-39</b>	<b>Trafficking in Persons</b> (January 2008)
<b>3.6.3-11</b>	<b>Toxic Chemical Release Reporting</b> (April 2008)

<b>3.6.3-16</b>	<b>Drug Free Workplace</b> (February 2009)
<b>3.6.4-10</b>	<b>Restrictions on Certain Foreign Purchases</b> (April 1996)
<b>3.9.1-1</b>	<b>Contract Disputes</b> (September 2009)
<b>3.9.1-2</b>	<b>Protest After Award</b> (August 1997)
<b>3.10.1-1</b>	<b>Notice of Intent To Disallow Costs</b> (April 1996)
<b>3.10.1-3</b>	<b>Penalties for Unallowable Costs</b> (October 1996)
<b>3.10.1-7</b>	<b>Bankruptcy</b> (April 1996)
<b>3.10.1-12</b>	<b>Changes - Fixed-Price</b> (April 1996)
<b>3.10.1-13</b>	<b>Changes - Cost-Reimbursement Alternate II</b> (April 1996)
<b>3.10.1-25</b>	<b>Novation and Change-Of-Name Agreements</b> (October 2007)
<b>3.10.6-2</b>	<b>Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)</b> (October 1996)
<b>3.10.6-3</b>	<b>Termination (Cost-Reimbursement)</b> (October 1996)
<b>3.10.6-7</b>	<b>Excusable Delays</b> (October 1996)
<b>3.13-5</b>	<b>Seat Belt Use by Contractor Employees</b> (January 1999)
<b>3.14-5</b>	<b>Sensitive Unclassified Information (SUI)</b> (July 2008)
<b>3.17-3</b>	<b>Whistleblower Protections under the American Recovery and Reinvestment Act</b> (July 2009)

**3.1.7-6 Disclosure of Certain Employee Relationships** (July 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA must a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

**ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE  
RELATIONSHIPS**

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[ ] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

(End of clause)

**3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror must provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing must be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)**

Funds are not presently available for performance under this contract beyond FY10. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond ----, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**3.3.1-33 Central Contractor Registration (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror must enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.

(c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor must provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor must not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees must be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.



(End of Clause)

**3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (October 2009)**

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

**NOTICE TO EMPLOYEES**

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board  
Division of Information  
1099 14th Street, NW  
Washington, D.C. 20570  
1-866-667-6572  
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: [www.nlr.gov](http://www.nlr.gov).

2. The contractor will comply with all provisions of E.O. 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in E.O. 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of E.O. 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(End of Clause)

**3.6.2-40 Nondisplacement of Qualified Workers (April 2009)**

(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors.

The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

### **3.6.2-41 Employment Eligibility Verification (September 2009)**

(a) Definitions:

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system (E-Verify) at time of contract award, the Contractor must--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor must initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor must follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor must initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

- (i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor must comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the

MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor must include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

**3.10.2-2 Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts) (October 1996)**

(a) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor must notify the Contracting Officer reasonably in advance of entering into any subcontract if:

(1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;

(2) The proposed subcontract is fixed-price and exceeds either \$100,000 or 5 percent of the total estimated cost of this contract;

(3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or

(4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$25,000 or of any items of facilities.

(b)

(1) In the case of a proposed subcontract that

(i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee,

(ii) is proposed to exceed \$100,000, or

(iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed

\$100,000, the advance notification required by paragraph (a) above must include the information specified in subparagraph (2) below.

(2)

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation must identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor must obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification must constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this clause without the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor must obtain the Contracting Officer's written consent before placing subcontracts identified below:

\_\_\_\_\_  
\_\_\_\_\_

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system must constitute a determination:

(1) of the acceptability of any subcontract terms or conditions,

(2) of the allowability of any cost under this contract, or

(3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract must provide for payment on a cost-plus-a-percentage-of-cost basis.

(h) The Contractor must give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i)

(1)Reserved.

(2) Additionally, the Contractor must include in each cost- reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary payments, as in effect on the date of this contract. The Contractor further agrees that the need for such financing payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system.

(End of clause)

**3.17-2 Authority of the Inspector General and Comptroller General Relating to  
Contracts Using American Recovery and Reinvestment Act Funding (April 2009)**

In addition to any other existing authority the Department of Transportation Inspector General or the Comptroller General has, the Inspector General and Comptroller General are further authorized--

- (a) to examine any records of the contractor or any of its subcontractors that pertain to, and involve transactions relating to, the contract or subcontract; and
- (b) to interview any officer or employee of the contractor or subcontractor.

(End of clause)



## PART III - SECTION J LIST OF ATTACHMENTS

### J.1 LABOR CATEGORIES AND PERSONNEL QUALIFICATIONS

The following sets forth the personnel staffing qualifications for the labor categories required under this contract. Below are the position titles, descriptions, and the minimum required education and experience.

#### 1. Project Manager

- a. Position Description - Acts as the overall lead, manager and administrator for the contract effort. Serves as the primary interface and point of contact with government program authorities and representatives on technical and program issues. Supervises program operations, through a hands-on approach, by planning and directing execution of the technical, programming, maintenance, and administrative support effort. Monitors and reports progress on program. Manages acquisition and employment of program resources. Manages and controls financial and administrative aspects of the program with respect to contract requirements. Must have experience in managing modeling and simulation or analytical air traffic control projects.
- b. Requirements –
  - i. A Master's Degree in Computer Science, Mathematics, Engineering, Operations Research, Statistics, or Business Administration from an accredited college or university and eight years of management and supervisory experience including performance in each of the foregoing functions with respect to technical programs, or
  - ii. A Bachelor's Degree in Computer Science, Mathematics, Engineering, Operations Research, Statistics, or Business Administration from an accredited college or university and 12 years of management and supervisory experience including performance in each of the foregoing functions with respect to technical programs.

#### 2. Senior Software Engineer

- a. Position Description – Applies knowledge of computer science principles, information management principles, data processing functions, ADP hardware and software systems structures and operations, and computer programming languages and techniques to solve simulation problems. Achieves scientific, engineering or business objectives by writing, modifying, or adapting computer programs in machine level, assembly, and third or fourth generation programming languages. Interfaces with and uses computer systems in addressing project objectives. Identifies and uses standard and original mathematical, algorithmic, and programmatic approaches to define, plan, organize, design, develop, modify, test and integrate data base or data processing systems, computer hardware systems, and simulation models. Formulates architectural design, functional specification, interfaces, and documentation of hardware or software systems considering system interrelationships, operating modes, and software or equipment configurations. Researches unconventional applications of software and operating systems in designing and developing new methodologies, significant modifications, or adaptations of standardized techniques. Must have experience with object-oriented principles and the logical and physical architecture of large and complex information systems. Responsible for developing project plans, guidelines and controls. Must be capable of performing configuration management, software integration, software verification, interpretation of

software test results, and creating recommended solutions for unsatisfactory test results. Must be knowledgeable in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports. Provides daily supervision and direction to staff.

- b. Requirements –
  - i. A Master's degree in Computer Science, Information Systems, Mathematics, Operations Research, Engineering, or a related field from an accredited college or university and eight recent years of experience performing the foregoing functions, or
  - ii. A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Engineering, or a related field from an accredited college or university and 12 recent years of experience performing the foregoing functions.

### **3. Software Engineer**

- a. Position Description – Applies knowledge of computer science principles, information management principles, data processing functions, ADP hardware and software systems structures and operations, and computer programming languages and techniques to solve simulation problems. Applies scientific, engineering, or business objectives by writing, modifying, or adapting computer programs in machine level, assembly, and third or fourth generation programming languages. Interfaces with and uses computer systems in addressing project objectives. Uses standard or conventional approaches to define, plan, organize, design, develop, modify, test and integrate database or data processing systems, computer hardware systems, and simulation models. Assists in formulating architectural design, functional specification, interfaces and documentation of hardware or software systems. Uses detailed specifications and adapt standardized techniques, methods, criteria and precedents to develop or modify portions of a system or program. Must have experience with object-oriented principles and the logical and physical architecture of large and complex information systems. Responsible for segments or phases of broader, more complex projects. Must be capable of performing configuration management, software integration, software verification, interpretation of software test results, and creating recommended solutions for unsatisfactory test results. Must be knowledgeable in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.
- b. Requirements –
  - i. A Master's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or a related field from an accredited college or university and two recent years of experience performing the foregoing functions, or
  - ii. A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or a related field from an accredited college or university and six recent years of experience performing the foregoing functions.

### **4. Senior Systems Analyst**

- a. Position Description – Applies knowledge of operations research, statistics, aircraft performance engineering, Air Traffic Control (ATC) operations, and databases to solve National Airspace System (NAS) modeling problems. Collects and analyzes operational data with which to characterize NAS performance. Uses computer databases to store, relate, filter, retrieve, and summarize data. Uses statistical techniques (e.g., regression analysis, analysis of variance, hypothesis testing) to analyze operational data and validate

new algorithms and software. Develops mathematical models and algorithms to represent ATC procedures in computer simulations. Provides daily supervision and direction to staff.

- b. Requirements –
  - i. A Master's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or a related field from an accredited college or university and eight years of experience performing the foregoing functions, or
  - ii. A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or other related discipline from an accredited college or university and 12 years of experience performing the foregoing functions.

## **5. Systems Analyst**

- a. Position Description - Applies knowledge of operations research, statistics, aircraft performance engineering, Air Traffic Control (ATC) operations, and databases to solve National Airspace System (NAS) modeling problems. Collects and analyzes operational data with which to characterize NAS performance. Uses computer databases to store, relate, filter, retrieve, and summarize data. Uses statistical techniques (e.g., regression analysis, analysis of variance, hypothesis testing) to analyze operational data and validate new algorithms and software. Develops mathematical models and algorithms to represent ATC procedures in computer simulations.
- b. Requirements –
  - i. A Master's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or a related field from an accredited college or university and two years of experience performing the foregoing functions, or
  - ii. A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or other related discipline from an accredited college or university and six years of experience performing the foregoing functions.

## **6. Technical Writer**

- a. Position Description - Creates and edits reports, articles, manuals, specifications, presentation materials, and other technical documents. Interprets information obtained through research and provided by technical specialists. Applies knowledge of technical writing and editing to assist technical staff with professional preparation of software documentation, user manuals, web pages, and technical papers.
- b. Requirements – A Bachelor's degree from an accredited college or university with at least three years of experience performing the foregoing technical writing/editing functions.

## **7. Administration Assistant**

- a. Position Description – Provides general support to the contractor team in the following areas. entry of financial data, maintaining contract documentation, assisting in data collection and formatting, research and editing of materials for publications and documentation, analysis of invoices and maintenance of spreadsheets relating to budget and resource use and allocation. Performs related clerical duties such as answering telephone, referring callers or furnishing information, maintaining files, operating

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copying machine, distributing or preparing documents to be mailed, and facilitating meetings.

- b. Requirements - High School diploma or equivalent with a minimum of one year direct experience in the areas outlined above within the last three years.

## **J.2 Proposed Task Order 001**

The contractor must support the FAA's Office of NextGen Systems Analysis in a variety of tasks associated with the continued development of its system-wide NAS model as described in Section C. This Section outlines a Task Order to be proposed and negotiated; please refer to Section L for additional details. Note that most of the activities under this Task Order will be continuous and performed throughout the Period of Performance (POP) of the contract. However, this Task Order covers only the first 12 months of the contract POP; therefore, the Offeror must negotiate and price this Task Order only for the first year of contract POP (Base Year).

In addition, other Task Areas will be proposed and negotiated as required for the AJP-D to meet its mission and goals, and develop and execute the corresponding fast-time NAS-wide modeling requirements.

### **TASK ORDER 001: Maintain Software Development Environment and Documentation, and Provide User Support**

#### **Scope**

##### **Subversion System Operation**

The contractor must maintain configuration control of all legacy and newly-developed model software using the open-source Subversion (SVN) revision control system. The contractor must operate a server to host this revision control system. This system must be accessible to AJP-D and any subcontractors via the internet. The contractor will establish and maintain user accounts, reset passwords as needed, and provide user support. The contractor must provide the server for the SVN system, an internet connection, and any associated hardware or software that is required to maintain the system.

##### **Wiki Operation**

The contractor must operate a server to host the project Wiki. The Wiki serves as the primary documentation repository for the project. The Wiki also contains the latest distribution of the source code and executable image of the model. The Wiki must be accessible via the internet to government personnel, subcontractors, and any other users authorized by the government. The contractor must establish and maintain user accounts on the Wiki, reset passwords when needed, and provide user support. The contractor must provide the server for the Wiki, an internet connection, and any associated hardware or software that is required to maintain the system.

##### **User Support**

The contractor must provide support to users of the NAS-wide model. Contractor personnel must be available during normal business hours to answer questions regarding model use, inputs, outputs, documentation, development status, etc. This user support must be provided via e-mail and telephone.

##### **Bug Tracking**

The contractor must operate a bug tracking system for users of the NAS-wide model. The bug tracking system must be accessible via the internet to government personnel, subcontractors, and any other users authorized by the government. The contractor must establish and maintain user accounts on the bug tracker, reset passwords when needed, and provide user support. The

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contractor must provide the server for the bug tracker, an internet connection, and any associated hardware or software that is required to maintain the system.

**User's Guide**

The contractor must provide a user's guide updated to stay current with the development of the NAS-wide model. The user's guide must document the process of installing the NAS-wide model, the process of running the model, the necessary and optional inputs to the model, and the output files from the model.

**Schedule, Deliverables, and Period of Performance**

<b>Task Order #</b>	<b>Deliverable</b>	<b>Deliverable Date</b>
001.1	Operating SVN system with current software	30 days after start
001.2	Operating Wiki with current documentation, including user's guide, and latest source code and executable images	30 days after start
001.3	Operating bug tracker	60 days after start
001.4	Monthly report on SVN, Wiki, user support, bug tracker, and user's guide status	14 <sup>th</sup> of each month
001.5	Software image of final SVN and Wiki contents	12 months after start

**Government Furnished Information or Property**

The government will provide the contractor with the latest SVN and Wiki contents and the latest user's guide within 1 week of contract award.

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**3.1-1       Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or Offerors and contractors may obtain the full text via Internet at: <https://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.2.5-7       Disclosure Regarding Payments to Influence Certain Federal Transactions**  
 (June 1999)

**3.2.2.3-10   Type of Business Organization** (July 2004)

By checking the applicable box, the Offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

\_\_\_\_\_.  
 (country)

(End of provision)

**3.2.2.3-15   Authorized Negotiators** (July 2004)

The Offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

(End of provision)

**3.2.2.3-70   Taxpayer Identification** (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an Offeror's (you your) Federal income tax returns on a consolidated basis, and of which you are a member.

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(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All Offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the Offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)



**3.3.1-35 Certification of Registration in Central Contractor Registration (CCR)**  
(April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, Offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

**3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)**

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

(c) Certification. The FAA will not make award to an Offeror unless the Offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The Offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The Offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

(End of Clause)

**3.6.3-10 Certification of Toxic Chemical Release Reporting (April 2009)**

(a) Pursuant to Executive Order 13423, the Offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the Offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The Offeror to check each block that is applicable.]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

(a) Major group code 10 (except 1011, 1081, and 1094).

(b) Major group code 12 (except 1241).

(c) Major group code 20 through 39.

(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).

(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

**Business Declaration Form**

1 Name of Firm \_\_\_\_\_ Tax Identification No \_\_\_\_\_

2 Address of Firm \_\_\_\_\_ DUNS No \_\_\_\_\_

3 a Telephone Number of Firm \_\_\_\_\_ b Fax Number of Firm \_\_\_\_\_

4 a Name of Person Making Declaration \_\_\_\_\_

b Telephone Number of Person Making Declaration \_\_\_\_\_

c Position Held in the Company \_\_\_\_\_

5 Controlling Interest in Company ('X' all appropriate boxes)

☐ a Black American ☐ b Hispanic American ☐ c Native American ☐ d Asian American

☐ e Other Minority (Specify) \_\_\_\_\_ ☐ f Other (Specify) \_\_\_\_\_

☐ g Female ☐ h Male ☐ i 8(a) Certified (Certification letter attached) ☐ j Service Disabled Veteran Small Business

6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?

☐ a Yes ☐ b No (If 'NO' provide the name and telephone number of the person who has this authority ) \_\_\_\_\_

7 Nature of Business (Specify all services/products (NAIC)) \_\_\_\_\_

8 (a) Years the firm has been in business \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_

9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership \_\_\_\_\_

☐ c. Other (Explain) \_\_\_\_\_

10 Gross receipts of the firm for the last three years:

a.1. Year Ending:	b.1. Gross Receipts
_____	_____
a.2. Year Ending:	b.2. Gross Receipts
_____	_____
a.3. Year Ending:	b.3. Gross Receipts
_____	_____

11 Is the firm a small business? ☐ a Yes ☐ b No

12 Is the firm a service disabled veteran owned small business? ☐ a Yes ☐ b No

13 Is the firm a socially and economically disadvantaged small business? ☐ a Yes ☐ b No

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE INFORMATION AND BELIEF I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.**

14 a Signature \_\_\_\_\_

b Date \_\_\_\_\_

c Typed Name \_\_\_\_\_

d Title \_\_\_\_\_

**PART IV - SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

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**L.1 3.1-1 Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or Offerors and contractors may obtain the full text via Internet at:

<https://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

<b>3.2.2.3-1</b>	<b>False Statements in Offers</b> (July 2004)
<b>3.2.2.3-6</b>	<b>Submittals in the English Language</b> (July 2004)
<b>3.2.2.3-7</b>	<b>Submittals in U.S. Currency</b> (July 2004)
<b>3.2.2.3-11</b>	<b>Unnecessarily Elaborate Submittals</b> (July 2004)
<b>3.2.2.3-12</b>	<b>Amendments to Screening Information Requests</b> (July 2004)
<b>3.2.2.3-13</b>	<b>Submission of Information/Documentation/Offer</b> (July 2004)
<b>3.2.2.3-16</b>	<b>Restricting, Disclosing and Using Data</b> (July 2004)
<b>3.2.2.3-17</b>	<b>Preparing Offers</b> (July 2004)
<b>3.2.2.3-18</b>	<b>Prospective Offeror's Requests for Explanations</b> (February 2009)
<b>3.2.2.3-19</b>	<b>Contract Award</b> (July 2004)
<b>3.13-4</b>	<b>Contractor Identification Number - Data Universal Numbering System (DUNS) Number</b> (April 2006)

**3.2.4-1 Type of Contract** (April 1996)

The Federal Aviation Administration contemplates award, in accordance with its FAA Acquisition Management System (AMS), of a Cost-Plus Fixed-Fee, (Term form at a specified level-of-effort) type contract. The duration of the contract is five (5) years if all options are exercised. The base period is 12 months, and is followed by four "one-year" options.

(End of provision)

**3.9.1-3 Protest** (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts must be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and must be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and must apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies.

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The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest must be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals must be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests must be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester must serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest must include a signed statement from the

protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

## **L.2 SUBMISSION OF PROPOSAL**

### **L.2.1 Delivery of Proposals**

Proposals in response to this SIR must be due by **12:00 p.m. Eastern Time** as follows:

Volume I, Technical & Management, Proposal	April 9, 2010
Volume II, Past Performance	April 9, 2010
Volume III, Technical Capability	April 9, 2010
Volume IV, Task Order, Proposal	April 9, 2010
Volume V, Cost Proposal	April 9, 2010

Offerors must provide one (1) electronic copy (on disc) and four (4) paper copies of their proposal. All copies of the proposal must be single sided. All electronic file contents must match print versions of submitted documents. Electronic submissions must be accompanied by a printed inventory that identifies all CDs, their file contents, and their electronic formats. All CDs and files must be labeled with the Offeror's name, submission date and the words "Source Selection Sensitive".

Videotapes, computer demonstration disks, or other such media (other than electronic copies of the proposal submissions) must not be submitted with the Offeror's proposal. If such materials are submitted, they will be returned without evaluation. The written proposal must stand on its own merits.

Proposals received after the due date must be considered late and will be excluded from further consideration. Proposals must be delivered to the Contract Specialist at the following address:

Federal Aviation Administration  
AJA-47, ATTN: Stephanie Cooke  
800 Independence Ave., SW, Room 406  
Washington, DC 20591

### **L.2.2 Requests for Clarifications**

An Offeror may request clarification in writing from the Contracting Officer for any SIR requirement that is unclear or in conflict by sending an e-mail to:

[linwood.gillette@faa.gov](mailto:linwood.gillette@faa.gov)

Any requests for clarification must be received no later than 12:00 PM Eastern Standard Time on Tuesday, March 23, 2010 after SIR release. Any changes in requirements or other terms and conditions that result from requests for clarifications will be made by formal amendment to the SIR.

**L.3 EXPENSES RELATED TO OFFEROR SUBMISSIONS**

The Government is not responsible for and will not pay or reimburse any costs incurred by the Offeror in the development, submission or any other part of the offer submitted under this SIR. Furthermore, no pre-contract costs will be allowed on this contract. Pre-contract costs are defined as any costs incurred at the Offeror's risk in anticipation that any such costs may later be charged to any resulting contract, and to the extent that they would have been allowable if incurred after the date of the contract execution and to the extent authorized by the Contracting Officer.

**L.4 FINANCIAL RESPONSIBILITY DETERMINATION**

Notwithstanding the evaluation methodology outlined in this SIR, an Offeror must be found to be responsible by the Contracting Officer prior to the award of any resultant contract. Refer to AMS 3.2.2.2. The Government reserves the right to obtain information from Offerors to support a determination of responsibility.

In addition, the contractor must be registered in the Central Contractor Registry ([www.ccr.gov](http://www.ccr.gov)).

**L.5 COMMUNICATIONS WITH OFFERORS**

All communications will be documented and controlled through the Contracting Officer to ensure that Offerors are treated equitably. Communications with one Offeror does not require communications with any others or all.

**L.6 DEBRIEFINGS**

Debriefings may be requested within 3 working days after notification of a contract award or down select decision. Requests must be made in writing and submitted to the CO, Linwood Gillette. To the maximum extent practicable, debriefings will be conducted within 5 working days after the request.

**L.7 MINIMUM OFFER ACCEPTANCE PERIOD (AMS Clause 3.2.2.3-2, 04/96)**

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this Screening Information Request (SIR) for receipt of offers.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this SIR.
- (c) The Government requires a minimum acceptance period of 90 calendar days.
- (d) In the space provided immediately below, Offerors may specify a longer acceptance period than the Government's minimum requirement. The Offeror allows the following acceptance period: \_\_\_\_\_
- (e) An offer allowing less than the Government's minimum acceptance period may be rejected.
- (f) The Offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if that offer is accepted in writing within:
  - (1) the acceptance period stated in paragraph (c) of this clause or
  - (2) any longer acceptance period stated in paragraph (d) of this clause.

(End of provision)



**L.8 FORMAT AND GENERAL GUIDELINES FOR DOCUMENTS**

Proposals must be provided in loose-leaf notebooks on standard letter size 8-1/2 by 11 inch paper. All printing must be single sided. The font for text must be 12-point Times New Roman, six lines per inch with one-inch margins for the left, right, top and bottom of each page. The font for graphics, illustrations, and charts must be eight point or larger. Charts prepared in either portrait or landscape style must be on 8-1/2 by 11 inch paper and can be prepared in any typeface easily readable.

Proposals must contain comprehensive, concise, factual information and complete and substantiated price data. General statements that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the Government's requirements will not be considered adequate. Similarly, submittals containing omissions or incomplete responses to the requirements of this SIR, or that merely paraphrase the Statement of Work, or that use nonspecific phrases such as "in accordance with standard procedures" or "well-known techniques" will also be considered inadequate. Deficiencies of this kind will render the proposal non-responsive and may be cause for rejection of the offer.

Each volume must be contained in a separate binder and must be separate and complete in and of itself so that evaluation of one may be accomplished independently of the other. A cover page must be affixed to each volume that clearly identifies each volume, volume number, original or copy, solicitation number, and Offeror's name. Whenever practical, enclosed headings, subheadings, titles, sequence of material and a number identification system must be used. Each volume must be organized such that a search of Government-required documents is not necessary to review the proposal. Information not in its appropriate section or not appropriately referenced will be assumed to have been omitted and not evaluated.

**L.9 PAGE LIMITATION**

<b>Volume</b>	<b>Description</b>	<b>Page Limit</b>
I	Technical and Management Proposal	50
II	Past Performance	6 page limit, Excluding Attachment A
III	Technical Capability	10
IV	Task Order Proposal	10
V	Cost Proposal	No page limit

Page limitations must be treated as maximums. Offerors may allocate page count as desired within each Volume. Pages submitted in excess of the page limitation will be returned to the Offeror without evaluation, starting with the first page over the limitation through to the end of the volume.

**L.10 INDEXING**

Each Volume must contain a table of contents to delineate the subparts within that Volume. Tab indexing must be used to identify the Volume's subparts. Tab pages will not count against the Volume page limit as long as the tab page is blank.

**L.11 VOLUME DESCRIPTIONS**

All information must be provided in the volume and part specifically prescribed. A description of the required contents of the volumes is as follows:

**L.11.1 Volume I – Technical and Management, Instructions for Proposal Preparation**

The Volume I must be organized as follows:

- (a) Qualifications for Personnel
- (b) Technical and Management Plan

**L.11.1.1 (a) Qualifications for Personnel**

The Offeror must describe the qualifications of all individuals proposed to fill the labor categories listed in Section J.1. LABOR CATEGORIES AND PERSONNEL QUALIFICATIONS.

Qualification statements or certified resumes must have at a minimum the following data:

- a) Labor Category proposed for
- b) Education
- c) Professional Experience Summary
- d) Specific relevant experience- Job assignment history including dates in month/year format
- e) Professional Activities, Achievements, Awards, licenses etc.

Particular attention must be paid to fully describing and substantiating the individuals' qualifications, including their education, knowledge & technical skills, and experience. This must allow an assessment of whether the individual meets or exceeds the qualifications discussed in the Position description. **Exceeding the minimums will rate a higher score.** Each resume must be certified as current, complete and accurate.

**L.11.1.2 (b) Technical and Management Plan**

In this section the Offeror must provide a technical and management plan that:

- a) Demonstrates their team's capability to effectively and efficiently perform the SOW requirements, and that their capability is relevant in scope and complexity to the requirements established in Section C. The Offeror must describe their relevant experience and plan for effective, efficient, and successful management and achievement of program requirements, including coordination of the activities with the FAA and any subcontractors that may be contributing to the work being performed. The Offeror must also describe their approach for assuring quality in a timely and cost effective manner.

b) Discusses the Offeror's contract and team management structure with effective support roles, and lines of responsibility that substantiates that they have the ability, expertise, and experience to staff and perform to the requirements of the contract. At the minimum, the Offeror must discuss their relevant experience and plan for the following areas: a) contract management; b) Task Order management; c) quality assurance; d) staffing and recruitment to support the work required by section C; e) teaming arrangements and management, if any, and the utilization of these teaming partners to effectively manage the tasks; and f) subcontract management.

**L.11.2 Volume II – Past Performance, Instructions for Proposal Preparation**

The Offeror must submit a written listing of at least 3 contracts, of similar scope and size, that demonstrate the Offeror's past performance in efforts of this type. These contracts must have been held within the last 3 years. The listing must be in reverse chronological order starting with most recent. The Offeror must provide a brief description of each contract cited. The Offeror must explain how the experience on these projects is relevant to the work specified in the SIR.

The information submitted must include the following:

- Contract Information
  - Name
  - Type (e.g., firm fixed price, cost plus fixed fee, etc.)
  - Original Value
  - Present / Final Value
  - Period of Performance (MM/DD/YR)- (\*must include estimated/actual start date and end date)
  - Description of Work performed under the contract
- Client Information
  - Company Name and Address
  - Contract's point of contact (name and telephone number)
  - Technical point of contact (name and telephone number).

The Government may use this information to contact the entities to obtain past performance information. Past performance information will be solicited for the following areas at a minimum:

- Technical
- Contract and Project Management
  - Schedule Performance
  - Cost Performance.

The Government reserves the right to contact sources not provided by the Offeror.

**L.11.2.1 Customer Input/Past Performance Questionnaire**

The Offeror must fill in the Past Performance Questionnaire (Part 1) (see **Attachment A** to Section L), and forward Parts 1 and 2 to its selected client organization for completion. The client organization will complete Part 2 of the Questionnaire and return the Questionnaire (Parts 1 and 2) directly to the FAA Contracting Officer.

**L.11.3 Volume III – Technical Capability, Instructions for Proposal Preparation**

Volume III must include the Offeror's approach for the Problem Statement #1 described below. The Offeror must provide a written response that addresses Problem Statement requirements, the Offeror's technical approach and why this approach can be expected to successfully execute the Problem Statement. At a minimum, the written response must address: (1) operational problems and challenges including the conditions under which strategic re-routes are implemented, the nature of these re-routes, and the conformance of NAS operators to these re-routes; (2) key assumptions; (3) trade-offs and risks; (4) data sources and metrics; (5) proposed module design characteristics, (6) proposed development schedule; (7) calibration and supporting analyses; (8) verification and validation approach; (9) software configuration control; (10) technical and user manual updates; and (11) ability and limitations of the newly developed capability to support NextGen analyses.

**Problem Statement #1: Flow Control Module**

When airport or airspace demand exceeds capacity, the FAA uses various flow control strategies to remedy the imbalance. Demand/Capacity imbalances can be the result of airport congestion, convective weather, special use airspace, etc. The NASPAC model currently features a Ground Delay Program (GDP) module, which assigns Estimated Departure Clearance Times (EDCTs) to aircraft departing for airports that are projected to have a demand/capacity imbalance. However, the NASPAC model does not currently have any rerouting capability. The objective of this task is to develop a strategic rerouting module that will change the flight plan trajectories for aircraft prior to departure in response to projected airspace demand/capacity imbalances. The algorithm used by this module must mimic, in a statistical sense, the procedures currently used by the Air Traffic Control System Command Center (ATCSCC); for example, the algorithm could use as an input the "play-book" routes.

**L.11.4 Volume IV – Task Order, Instructions for Proposal Preparation**

Volume IV must include the Offeror's Task Order approach for the Task Order 001 described in Section J.2, Maintain Software Development Environment and Documentation, and Provide User Support. The Offeror must provide a written response that addresses Task Order requirements as described in Section C, the Offeror's technical approach and why this approach is expected to successfully execute the Task Order. The written response must also include a proposed staffing plan identifying both key and non-key personnel, proposed utilization of the team and any potential subcontractors, and proposed requirement for ODCs.

**L.11.5 Volume V – Cost Proposal, Instructions for Proposal Preparation**

Volume V must be submitted in a paper version provided with electronic format (CD) as backup. Volume V must include the following information:

- a) FAA Standard Form 26 filled out and signed by an authorized representative of the company.
- b) Proposed cost exhibit or a summary by specified element of cost over the five years of the contract, by year and total proposal value. Elements include: (1) direct labor hours, rates and costs for the Labor Categories established in Section J; (2) costs for travel, equipment and Other Direct Costs (ODC); and (3) indirect expense schedules such as labor overhead, G&A, fringe, material overhead, etc. Subcontractor costs must also be included in the Offeror's (prime contractor's) cost proposal. Cost spreadsheets itemizing and supporting the cost buildup with cost elements must also be included. The maximum limits established in Section L.11.5.1 must not be exceeded. A sample format Cost Spreadsheet Attachment B is included that must be followed, or use a similar cost sheet that demonstrates similar cost elements.
- c) Estimated cost exhibit for the Task Order 001 itemized by the specific cost elements referenced in the above bullet L.11.5 (b), Proposal cost summary. In addition to the Offeror's cost exhibit, the Task Order cost exhibit must include subcontractor costs, if any, and must be based on the Task Order approach, including the staffing plan, submitted in response to L.11.4. The estimated cost exhibit for the Task Order 001 represents a subset of the proposed cost exhibit for the Base Period submitted in response to the L.11.5.1 (b), and may be submitted on a separate sheet.
- d) A completed Section K.
- e) Information identified under Contractor and Industrial Security Program, as follows:

**“CONTRACTOR AND INDUSTRIAL SECURITY PROGRAM”**

For any Contractor employees that will need access to FAA facilities, the Offeror **must submit** the names of the individuals requiring said access and the functions they will perform. In addition, indicate security clearances held, if any, and the country and organization that issued the clearance for the individuals named.

A list of any data that will be provided under the contract with limited or restricted rights, and any exceptions to the conditions of I-3.5-13, including alt2 and alt3 (see section I).

- f) An Offeror must identify if there are any current or pending issues that would warrant consideration by the contracting officer in assessing whether an Offeror is a responsible contractor.
- g) A copy of the latest DCAA Audit Report must be provided as well.

**L.11.5.1 Mandated Assumptions and Limitations for Offeror's Pricing**

In order to promote fair and consistent pricing of this procurement, all Offerors must reflect certain assumptions/limitations in their cost proposals. Failure to comply with these assumptions may result in the determination that the proposal is non-responsive to the SIR and may be grounds for rejection of the proposal.

**DTFAWA-10-D-00008**

- (a) **Start Date:** For cost proposal preparation purposes, including Task Order 001, the Offeror must assume performance will begin May 17, 2010.
- (b) **Estimated Travel, Equipment and ODCs for Proposal Pricing Purposes:** Since Travel, Equipment and ODC's are unknown at this time, for evaluation purposes you are **directed** to use the government provided fixed cost amounts as follows:

**Table of FAA Costs for Travel, Equipment  
and Other Direct Costs (ODCs)**

	<b>Total</b>
<b>Base Period, Yr 1</b>	\$90,000
<b>Option Period 1, Yr 2</b>	\$90,000
<b>Option Period 2, Yr 3</b>	\$70,000
<b>Option Period 3, Yr 4</b>	\$60,000
<b>Option Period 4, Yr 5</b>	\$60,000

ATTACHMENT A TO SECTION L

**PAST PERFORMANCE QUESTIONNAIRE  
PART 1 – TO BE COMPLETED BY OFFEROR**

**Instructions to the Offeror:** A separate record must be completed for all contracts awarded to the competing Offeror within the **past three (3) years**. The Offeror will then transmit the completed Part 1 and a blank Part 2 to the client organization's Contracting Officer or Contracting Officer's Technical Representative, who will in turn complete Part 2 and return the entire package by mail or facsimile directly to:

Federal Aviation Administration  
Stephanie Cooke, Contract Specialist  
AJA-474, Room 406  
800 Independence Ave.  
Washington, DC 20591  
Telephone (202) 493-5274  
Stephanie.Cooke@faa.gov

1. Contract Number: \_\_\_\_\_
2. Contractor (Name, Address and Zip Code): \_\_\_\_\_
3. Type of Contract: Negotiated \_\_\_\_; Sealed Bid \_\_\_\_; Fixed Price \_\_\_\_; Cost Reimbursement \_\_\_\_; Other (Specify): \_\_\_\_\_
4. Complexity of Work: Difficult \_\_\_\_ Routine \_\_\_\_
5. Brief Description and Location of Work: \_\_\_\_\_
6. Contract Amount: \_\_\_\_\_ Status: Active: \_\_\_\_ Complete: \_\_\_\_
7. Date of Award: \_\_\_\_\_ Contract Completion Date (Including Extensions): \_\_\_\_\_
8. Type and Extent of Subcontracting: \_\_\_\_\_
9. Name, Address and Telephone Number of the Contracting Officer or Contracting Officer's Technical Representative (COTR) of the client organization: \_\_\_\_\_

**PAST PERFORMANCE QUESTIONNAIRE****PART 2 – TO BE COMPLETED BY OFFEROR’S CLIENT ORGANIZATION****Instructions to the receiving Contracting Officer or Contracting Officer’s Technical**

**Representative:** The organization (the “Offeror”) forwarding this Past Performance Questionnaire to you is competing for a contract award with the Federal Aviation Administration. A separate record must be completed for all contracts awarded to the competing Offeror within the **past three (3) years**. It is requested that you review the information in Part 1, make corrections if appropriate, and then answer the questions in this Part. The questions are written in such a way that only brief responses are required. However, the FAA would appreciate additional comments where you feel that a check-off grade does not adequately address the circumstances of contract performance. Please transmit the completed questionnaire directly to the address below (not back to the Offeror) at your earliest convenience:

Federal Aviation Administration  
 Stephanie Cooke, Contract Specialist  
 AJA-47, Room 406  
 800 Independence Ave.  
 Washington, DC 20591  
 Telephone (202) 493-5274  
 Stephanie.Cooke@faa.gov

1. Corrections, additions, deletions to the information provided in Part 1. (Annotate in Part 1 or attach additional pages if required.)
  
2. To what extent did the contractor submit required reports and documentation in a timely manner?
  - ☐ } Considerably surpassed minimum requirements
  - ☐ } Exceeded minimum requirements
  - ☐ } Met minimum requirements
  - ☐ } Less than minimum requirements

Comment:
  
3. To what extent were the contractor’s reports and documentation accurate and complete?
  - ☐ } Considerably surpassed minimum requirements
  - ☐ } Exceeded minimum requirements
  - ☐ } Met minimum requirements
  - ☐ } Less than minimum requirements

Comment:



4. To what extent was the contractor able to solve contract performance problems without extensive guidance from customer Government counterparts?

☐ } Considerably surpassed minimum requirements  
☐ } Exceeded minimum requirements  
☐ } Met minimum requirements  
☐ } Less than minimum requirements

Comment:

5. To what extent did the contractor display initiative in meeting requirements?

☐ } Considerably surpassed minimum requirements  
☐ } Exceeded minimum requirements  
☐ } Met minimum requirements  
☐ } Less than minimum requirements

Comment

6. Did the contractor commit adequate resources in timely fashion to the contract to meet the requirement and to successfully solve problems?

☐ } Considerably surpassed minimum requirements  
☐ } Exceeded minimum requirements  
☐ } Met minimum requirements  
☐ } Less than minimum requirements

Comment

8. To what extent did the contractor respond positively and promptly to technical directions, contract change orders, etc.?

☐ } Considerably surpassed minimum requirements  
☐ } Exceeded minimum requirements  
☐ } Met minimum requirements  
☐ } Less than minimum requirements

Comment

9. To what extent was the contractor effective in interfacing with the customer's Government's staff?

☐ ☐ Considerably surpassed minimum requirements  
☐ ☐ Exceeded minimum requirements  
☐ ☐ Met minimum requirements  
☐ ☐ Less than minimum requirements

Comment:

10. Has this contract been partially or completely terminated for default or convenience?

☐ ☐ Yes                      ☐ ☐ Default      ☐ ☐ Convenience  
☐ ☐ No

If yes, explain (e.g., inability to meet cost, performance, or delivery schedules).

11. Are there any pending terminations?

☐ ☐ Yes                      ☐ ☐ No

If yes, explain and indicate the status.

12. How effective has the contractor been in identifying user and system requirements?

☐ ☐ Considerably surpassed minimum requirements  
☐ ☐ Exceeded minimum requirements  
☐ ☐ Met minimum requirements  
☐ ☐ Less than minimum requirements

Comment:

13. To what extent did the contractor provide timely technical assistance when responding to problems encountered?

☐ ☐ Considerably surpassed minimum requirements  
☐ ☐ Exceeded minimum requirements  
☐ ☐ Met minimum requirements  
☐ ☐ Less than minimum requirements

Comment:

14. To what extent did the contractor meet the proposed cost estimates?

☐ Considerably surpassed minimum requirements

☐ Exceeded minimum requirements

☐ Met minimum requirements

☐ Less than minimum requirements

Comment:

NARRATIVE SUMMARY - Use this section for additional information not already provided.

Overall Customer Satisfaction

☐ Extremely Satisfied, performed extremely well

☐ Very Satisfied, performed well overall

☐ Satisfied, Met requirements on average and overall

☐ Less than Satisfied, partially met overall requirements and expectations

☐ Met few or none of the requirements and expectations

Comment:

**PART IV - SECTION M  
EVALUATION FACTORS FOR AWARD**

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**M.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE  
(DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or Offerors and contractors may obtain the full text via Internet at: <https://fast.faa.gov> (on this web page, select "Contract Writing/Clauses").

**3.2.4-31 Evaluation of Options (April 1996)**

Except when it is determined not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the totals price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**M.2 BASIS FOR CONTRACT AWARD**

Award will be made to the Offeror whose proposal is judged to represent the **best value to the Government**. The best value decision will be based on the evaluation of the Offeror's Technical & Management Proposal (Volume I), the Past Performance (Volume II), the Technical Capability (Volume III), Task Order Proposal (Volume IV) and the Cost Proposal (Volume V).

The best value is defined as the proposal that presents the most advantageous solution to the FAA, based on the evaluation of technical, management, past performance, cost/price and other factors specified in the SIR. The best value approach provides the opportunity for technical/cost trade-offs and does not require that award be made to either the Offeror submitting the highest rated proposal or the Offeror submitting the lowest price, although the ultimate award may be to either one of those Offerors.

Risk will not be separately evaluated but will be considered throughout the evaluation process and contribute to the best value decision.

The CO must make a responsibility determination regarding an Offeror prior to any award, pursuant to AMS 3.2.2.7.

The Government intends to select one Offeror for award. However, the Government reserves the right to make multiple awards or not to award a contract depending on the availability of funds or if such action is not in its best interest.

If at any point during the evaluation process, the FAA concludes that the Offeror does not have a reasonable chance of receiving this award, the FAA may eliminate the Offeror from further consideration for award. The Contracting Officer will officially notify any Offeror eliminated from further consideration in writing.

#### **M.2.1 Evaluation Process**

During the evaluation process, the government evaluation teams will evaluate each offer using information submitted by the Offeror (and in the case of past performance, information obtained from outside references and other points of contact against the evaluation factors contained in this Section M.

#### **M.2.2 Evaluation Order of Importance**

The basis for award will be made against the evaluation factors contained in Section M. All factors will be considered in the evaluation for award. In descending order of importance the evaluation factors are Technical and Management, consisting of Personnel (Factor A) and Technical/Management Plan (Factor B), and Sample Problem Approach (Factor C). Technical and Management and Sample Problem Approach are the most important factors followed by the Task Order Proposal and Past Performance. Together Technical and Management, Sample Problem Approach and Past Performance are significantly more important than Cost.

Within the “Technical and Management Proposal”, Factor A- Personnel is significantly more important than Factor B - Technical / Management Plan or Factor C – Sample Problem Approach.

The Technical and Management Proposal and the Sample Problem Proposal will be numerically scored. The technical approach proposed in the Task Order Proposal and the Past Performance Proposal will be rated either acceptable or unacceptable.

The cost proposed in the Task Order Proposal and the overall Cost Proposal will be evaluated for fairness and reasonableness. They will not be numerically scored. As the technical differences between offers become smaller, the more important the cost/price becomes.

### **M.2.3 Eligibility for Award**

The Offeror must be financially viable and otherwise responsible. To be eligible for award, the Offeror must be determined to be technically and financially capable of performing the magnitude and scope of the work. Therefore, it is critical that each offer be fully responsive.

The FAA reserves the right to award a contract immediately following the conclusion of any evaluation and may not require discussions or negotiations with the successful Offeror or any other Offeror. All submittals in response to the SIR must contain the Offerors' best terms from a technical perspective, cost and past performance standpoint.

## **M.3 EVALUATION FACTORS**

### **M.3.1 Technical and Management**

The Technical and Management proposal will be evaluated in order to enable the Technical Team to assess each Offeror's ability to perform under the resultant contract. The Technical proposal will be evaluated to obtain capability information and assess the effectiveness of the Offeror's response to the SIR. The evaluation of each factor and subfactor under Technical and Management will utilize the following general evaluation criteria:

(Understanding is defined as a comprehension of, or a superior power of discernment with respect to, the requirements in Section C, Section J and Section L).

#### **M.3.1.1 Factor A – Personnel Qualification**

To what degree does the Offeror's proposed personnel satisfy, or exceed, the minimum qualifications with respect to:

- a) education,
- b) knowledge & technical skills, and
- c) experience.

**M.3.1.2 Factor B – Technical/Management Plan**

To what degree does:

- a) The Offeror demonstrate and substantiate its related experience, understanding and knowledge with the requirements described in Section C,
- b) The Offeror demonstrate and substantiate how it will effectively, efficiently, and successfully manage and complete program requirements with quality in a timely and cost effective manner,
- c) The Offeror demonstrate having an organization management structure with effective support roles, and lines of responsibility that substantiate that it has the ability, expertise, and experience to staff and perform to the requirements of the contract, and
- d) The Offeror demonstrate that it has the qualified personnel resources available to support the effort, including any proposed teaming arrangements, and relevant corporate or teaming experience on previous projects.

**M.3.1.3 Factor C – Sample Problem Approach & Value Added**

To what degree does:

- a) the Offeror demonstrate and substantiate its understanding of the Sample Problem #1 described in Section L.11.3.
- b) the Offeror consider and identify assumptions that are reasonable and practical for integration into NAS operations and procedures,
- c) the Offeror develop a modeling logic/approach that is feasible and produces a realistic and practical solution.,
- d) the Offeror demonstrate the completeness of its approach/solution and its value added, and
- e) the Offeror demonstrate the feasibility of integrating the proposed approach into the NASPAC simulation, the capability that the new module enables, and the value that the new module provides.

**M.3.2 Past Performance Proposal**

The Past Performance proposal will be evaluated in order to determine the Offeror's ability to perform under the resultant contract. Past performance will be measured by the degree to which the Offeror demonstrates and substantiates its past ability (current and previous contracts) to successfully perform contracts that are similar in scope (complexity and magnitude) and size to the requirements of this SIR. Past performance will also be evaluated by the degree to which inputs from the Offeror's current and former customers show a favorable response (i.e., questionnaire Section L Attachment A) to the Offeror's work.

The three (3) Sub-Factors pertaining to Past Performance are:

- (a) Quality of Product or Service. Did the contractor comply with contract requirements, deliver accurate reports, and demonstrate technical excellence?
- (b) Business Practices. Did the contractor show effective management, reasonable and cooperative behavior to the Government? Was the contractor flexible to suggested solutions and did the contractor show attention to cost control?
- (c) Customer Satisfaction. What was the satisfaction of end users with the contractor's services?

### **M.3.3 Task Order Proposal**

The Task Order proposal will be evaluated in order to determine if the Offeror's proposal meets the requirements of Task Order 001 stated in Section J.2, Proposed Task Order 001.

The two (2) Sub-Factors pertaining to evaluation of the Task Order Proposal are:

- a) Understanding of the requirements. Does the Offeror demonstrate and substantiate its understanding of the requirements for Subversion system operation, Wiki operation, user support, bug tracking, and user's guide updates as described in Section J.2, Proposed Task Order 001,
- b) Feasibility and completeness of Offeror's approach and solution. Does the Offeror demonstrate the feasibility of its approach and the completeness of its solution for providing and maintaining a server for the SVN system, project Wiki, user support, bug tracking, and user's guide updates.

### **M.3.4 Cost Proposal**

The total evaluated cost will be the Sum of the overall Contract Costs. The overall Contract Costs must be itemized by Cost element as described in Section L.11.5 for the Base Period and each Option Period. For the Base Period, the Cost exhibit also needs to identify and separately present a cost estimate for Task Order 001 as described in Section L.11.5.c.

The Offeror's cost proposal will be evaluated to determine if it is complete and to determine that the costs are fair and reasonable.

- (a) Complete means the level of detail the Offeror provided in cost or price-supporting information for all RFO/SIR requirements in the SOW and technical documents, and assessing the traceability of proposed prices.
- (b) Evaluation for fair and reasonable means comparing the costs or prices with (i) others received in response to the RFO/SIR, (ii) prices of other similar work and (iii) the Independent Government Estimate. Evaluation of the cost or price proposal will consist of using one or more of the techniques defined in AMS Guidance T3.2.3 Cost and Pricing Methodology.

Unrealistically low or high proposed prices may be grounds for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement or has made an unrealistic proposal.